

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM585281

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Greenyug, LLC		07/03/2020	Limited Liability Company: DELAWARE
RECEIVING PARTY DATA			
Name:	Simmons Bank		
Street Address:	8151 Clayton Road		
Internal Address:	c/o David Scobee		
City:	St. Louis		
State/Country:	MISSOURI		
Postal Code:	63117		
Entity Type:	State-Chartered Bank: ARKANSAS		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Serial Number:	88074003	PRAIRIE GREEN	
CORRESPONDENCE DATA			
Fax Number:			
<i>Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent using a fax number, if provided; if that is unsuccessful, it will be sent via US Mail.</i>			
Phone:	3172371029		
Email:	Abe.Shanehsaz@FaegreDrinker.com		
Correspondent Name:	Abe Jentry Shanehsaz		
Address Line 1:	300 N. Meridian Street, Suite 2500		
Address Line 4:	Indianapolis, INDIANA 46204		
ATTORNEY DOCKET NUMBER:	514636.1		
NAME OF SUBMITTER:	Abe Jentry Shanehsaz		
SIGNATURE:	/Abe J. Shanehsaz/		
DATE SIGNED:	07/08/2020		
Total Attachments: 6			
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TRADEMARK SECURITY AGREEMENT

This TRADEMARK SECURITY AGREEMENT (this “Trademark Security Agreement”) is dated effective as of July 3, 2020, by and between GREENYUG, LLC, a Delaware limited liability company (“Grantor”), and SIMMONS BANK, an Arkansas state-chartered bank, as collateral agent (“Secured Party”).

WITNESSETH:

WHEREAS, BOKF, NA, a national banking association (“Trustee”), Prairie Catalytic, LLC, a Delaware limited liability company (“Debtor”), and Secured Party are parties to that certain (i) Trust Indenture, dated as of November 1, 2017 (the “Indenture”), (ii) Loan, Disbursement, Servicing and Collateral Agent Agreement, dated as of November 29, 2017 (the “Loan Agreement”), and (iii) Security Agreement, dated as of November 29, 2017 (the “Security Agreement”; and together with the Indenture, the Loan Agreement and other documents designated in the Loan Agreement as Bond Documents, the “Bond Documents”).

NOW, THEREFORE, in consideration of the premises and mutual covenants herein contained and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Grantor hereby agrees as follows:

1. Defined Terms. All initially capitalized terms used but not otherwise defined herein have the meanings given to them in the Indenture. This Trademark Security Agreement shall be deemed a “Security Document” and “Bond Document” as such terms are defined in the Loan Agreement.

2. Grant of Security Interest in Trademark Collateral. Grantor hereby grants, pledges and assigns to Secured Party a continuing security interest in all of Grantor’s rights, title and interests in, to and under the following, whether presently existing or hereafter created or acquired (collectively, the “Trademark Collateral”):

- (a) all trademarks (including service marks), trade names, trade dress, and trade styles and the registrations and applications for registration thereof and the goodwill of the business symbolized by the foregoing, identified on Schedule I attached hereto;
- (b) all licenses of the foregoing, whether as licensee or licensor;
- (c) all renewals of the foregoing;
- (d) all income, royalties, damages, claims and payments now or hereafter due or payable with respect thereto, including, without limitation, damages, claims, and payments for past and future infringements thereof;
- (e) all rights to sue for past, present, and future infringements of the foregoing, including the right to settle suits involving claims and demands for royalties owing;
- (f) all rights corresponding to any of the foregoing throughout the world; and
- (g) all accessions to, substitutions for, and replacements, proceeds and products of the foregoing;

provided, that term “Trademarks” shall not include any United States intent-to-use trademark applications to the extent that, and solely during the period in which, the grant of a security interest therein would impair the validity or enforceability of such intent-to-use trademark applications under applicable federal US.126710623.01

law, provided that upon submission and acceptance by the United States Patent and Trademark Office of an amendment to allege use pursuant to 15 U.S.C. Section 1060(a) (or any successor provision), such intent-to-use trademark application shall be included within the definition of "Trademarks" hereunder.

3. Liens and Encumbrances. Except as otherwise expressly permitted by this Trademark Security Agreement, the Grantor shall not, without the prior written consent of the Secured Party, directly or indirectly create or permit to remain, and will promptly discharge, any mortgage, lien, encumbrance or charge on, pledge of, security interest in or conditional sale or other title retention agreement with respect to the Trademark Collateral or any part thereof or the interest of the Grantor or the Secured Party therein or any revenues, income or profit or other sums arising from the Trademark Collateral or any part thereof (including, without limitation, any lien, encumbrance or charge arising by operation of law). Grantor will not sell, lease or otherwise dispose of any Trademark Collateral except to Debtor or as otherwise permitted hereunder.

4. Fees and Expenses. The Grantor, or following assignment of the Trademark Collateral, its assignee, will promptly pay upon demand any and all costs and expenses of the Secured Party as necessary to protect the Trademark Collateral or to exercise any rights or remedies under this Trademark Security Agreement or with respect to the Trademark Collateral. All of the foregoing costs and expenses shall be Obligations secured hereby.

5. Covenants.

(a) Grantor shall notify Secured Party promptly if it knows or has reason to know that any application or registration relating to any Trademark Collateral may become abandoned, expired or dedicated, or of any adverse determination or development (including the institution of, or any such determination or development in, any proceeding in the United States Trademark and Trademark Office or any court) regarding Grantor's ownership of any Trademark Collateral, its right to register the same, or to keep and maintain the same.

(b) Grantor shall take all actions reasonably necessary or requested by Secured Party, at Grantor's (or following assignment of the Trademark Collateral, its assignee's) expense, to maintain and pursue each application subject to this Trademark Security Agreement, to obtain the relevant registration and to maintain the registration of each of its Trademarks subject to this Trademark Security Agreement, including the filing of applications for renewal, affidavits of use, affidavits of noncontestability and opposition and interference and cancellation proceedings, unless Secured Party shall determine that such Trademark is not material to the conduct of Grantor's business.

(c) Grantor, at Grantor's (or following assignment of the Trademark Collateral, its assignee's) expense, shall, unless Secured Party shall reasonably determine that such Trademark is in no way material to the conduct of Debtor's business or operations, promptly sue for infringement or misappropriation and to recover any and all damages for such infringement or misappropriation, and shall take such other actions as Secured Party reasonably shall deem appropriate under the circumstances to protect such Trademark.

7. Events of Default. Any one or more of the following events shall be an Event of Default under this Trademark Security Agreement:

(a) An occurrence of an Event of Default under the Loan Agreement or any other Bond Document.

(b) Failure by the Grantor to observe or perform any other term, covenant or agreement on the Grantor's part to be observed or performed under this Trademark Security Agreement.

8. Remedies. Upon the occurrence of any Event of Default, the Secured Party shall be

entitled to enforce any or all of the rights, powers or remedies of a secured party under the Uniform Commercial Code, or otherwise then existing at law, in equity or by statute, and any or all of the rights, power or remedies provided in this Trademark Security Agreement, the Security Agreement, the Loan Agreement or any other Bond Document. Each right, power and remedy of the Secured Party for which provision is made in this Trademark Security Agreement, in the Security Agreement, in the Loan Agreement or any other Bond Document now or hereafter existing at law or in equity or by statute or otherwise, shall be cumulative and concurrent and shall be in addition to every other right, power or remedy provided for in this Trademark Security Agreement, in the Security Agreement, in the Loan Agreement and in any other Bond Document now or hereafter existing at law or in equity or by statute or otherwise, and the exercise or beginning of the exercise or partial exercise by the Secured Party of any one or more of such rights, powers or remedies shall not preclude the simultaneous or later exercise by the Secured Party of any or all such other rights, powers or remedies.

9. Governing Law. This Trademark Security Agreement shall be deemed to be made under the laws of the State of New York and for all purposes shall be governed by and construed in accordance with the laws of the State of New York and shall inure to the benefit of and be binding upon the Grantor, the Secured Party and their respective permitted successors and assigns.

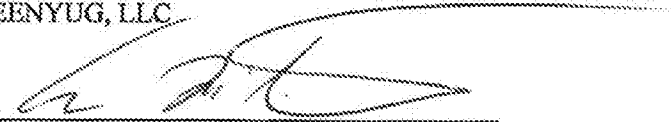
10. Amendments. Except as otherwise provided herein, this Trademark Security Agreement may not be effectively amended, changed, modified, altered or terminated without the prior written consent of the Secured Party.

11. Counterparts. This Trademark Security Agreement may be simultaneously executed in several counterparts, each of which shall be an original and all of which shall constitute but one and the same instrument.

[Signature page follows]

IN WITNESS WHEREOF, the parties hereto have caused this Trademark Security Agreement to be executed and delivered effective as of the day and year first above written.

GREENYUG, LLC

By: 
Name: Eric McFarland
Title: Authorized Person

ACCEPTED AND ACKNOWLEDGED:

SIMMONS BANK

By: _____
Name: _____
Title: _____

Signature Page to Trademark Security Agreement

US.128710623.01

TRADEMARK
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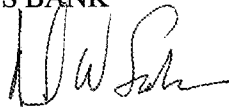
IN WITNESS WHEREOF, the parties hereto have caused this Trademark Security Agreement to be executed and delivered effective as of the day and year first above written.

GREENYUG, LLC

By: _____
Name: _____
Title: _____

ACCEPTED AND ACKNOWLEDGED:

SIMMONS BANK

By:  _____
Name: David W Scobee
Title: SVP - Special Assets

Signature Page to Trademark Security Agreement

SCHEDULE I

Jurisdiction	Trademark	Application Date	Serial No.
United States	PRAIRIE GREEN	August 10, 2018	88/074003